

automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

- (1) Maintain heat in the entire "building"; or
- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the "building" is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the entire "building" for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include:
  - (1) A sump, sump pump or related equipment;
  - (2) A roof drain, gutter, downspout or similar fixtures or equipment; or
  - (3) A water cistern or catchment system.

**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

This peril means sudden and accidental damage to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will only pay up to \$1,000 for all items damaged by this peril.

**16. Volcanic Eruption**

This peril does not include loss caused by "earthquake", land shock waves or tremors before, during, or after a volcanic eruption.

---

**SECTION I – EXCLUSIONS**

---

**A.** We do not insure for any loss caused directly or indirectly by one or more of the excluded events set forth below in Exclusions **A.1.** through **A.11.**, regardless of: (1) the cause of the excluded event; (2) other causes of the loss; (3) whether or not the other causes of the loss acted concurrently or in any sequence with the excluded event to produce the loss; (4)

whether the loss occurs suddenly or gradually or involves isolated or widespread damage; (5) whether the loss arises from natural or external forces; or (6) whether the loss occurs as a result of any combination of (1) through (5).

**1. Ordinance Or Law**

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of a "building" or other structure including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided in **E.11.** Ordinance or Law under Section I – Property Coverages;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "pollutants" or "contaminants".

This Exclusion **A.1.** applies whether or not the property has been physically damaged.

**2. Earth Movement**

Earth movement, meaning loss of any kind due in whole or in part to any movement or expansion of the earth, soil, sand, gravel, rock (including falling rock), fill material, or earthen debris, or of any particulate matter used in the construction of a "building", whether on or off the "residential premises" and whether combined with water or not, including but not limited to:

- a. "Earthquake", including land shock waves before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence, sinkhole, excavation or erosion;
- d. Compaction, expansion or failure of support of soil on the "residence premises"; or

- e. Any other earth movement including earth sinking, rising or shifting.

This Exclusion **A.2.** applies regardless of whether any of the above is caused by an act of nature or by human or animal forces.

However, direct loss by fire, explosion or theft resulting from any of the above is covered.

### 3. Water

This means:

- a. Flood, surface water, waves, including tidal waves and tsunami tides, tidal water, overflow release or escape of any body of water or from a water or flood control device, or spray from any of these, whether or not driven by wind, including storm surge;
- b. Water or water-borne material, liquid or semi liquid, which backs up through sewers or drains, or which overflows, or is discharged from a sump, sump pump or related equipment;
- c. Water or water-borne material, liquid or semi liquid below the surface of the ground, whether occurring naturally or artificially, including water which exerts pressure on or seeps, leaks or flows through a "building", sidewalk, driveway, patio, foundation, swimming pool, spa, hot tub or other structure; or
- d. Water-borne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this exclusion.

This Exclusion **A.3.** applies regardless of whether any of the above is caused by an act of nature or by human or animal forces.

This Exclusion **A.3.** applies to, but is not limited to, escape overflow or discharge for any reason of water or water borne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above in **A.3.a.** through **A.3.d.** is covered.

**4. Power Interruption**

Power Interruption means the interruption of power or other utility service if it takes place off the "residence premises" except to the extent that freezer food coverage is provided under Additional Coverages. However, if the interruption results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

**5. Neglect**

Neglect means neglect of any "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

**6. War**

War, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**7. Nuclear Hazard**

This Exclusion A.7. pertains to nuclear hazard to the extent set forth in N. Nuclear Hazard Clause under Section I – Conditions.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act any "insured" commits or conspires to commit with the intent to cause a loss, even if the loss:

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained to different property than initially expected or intended.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who

did not commit or conspire to commit the act causing the loss.

**9. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A, B or C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

**10. "Fungi", Wet Or Dry Rot, Or Bacteria**

"Fungi", wet or dry rot, or bacteria meaning the presence, growth proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a.** When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b.** To the extent coverage is provided for in the Limited "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I.

**11. Cosmetic Damage to Metal Roof Covering Caused by Hail**

Cosmetic loss or damage means damage that only alters the physical appearance of the metal roof covering but does not result in damage that allows the penetration of water through the roof covering or does not result in the failure of the roof covering to perform its intended function, to keep out elements over an extended period of time.

Metal roof covering means the metal roofing material exposed to the weather, the underlays applied for moisture protection, and all flashings required in the replacement of a metal roof covering.

We do not cover cosmetic loss or damage to metal roof coverings caused by the peril of hail.

This exclusion does not apply to hail damage to metal roof coverings that results in damage that will allow the penetration of water through the roof covering or that results in the failure of the roof covering to perform its intended function, to keep out elements over an extended period of time.

**B.** We do not insure for loss to property described in Coverages **A** or **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** or **B** not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance;of part or all of any property whether on or off the "residence premises".

---

## SECTION I – CONDITIONS

---

### **A. Insurable Interest And Limit Of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To any "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.